



Notice of Service of Process

Transmittal Number: 21766405
Date Processed: 07/17/2020

Primary Contact: State Farm Enterprise SOP
Corporation Service Company- Wilmington, DELAWARE
251 Little Falls Dr
Wilmington, DE 19808-1674

Entity:	State Farm Mutual Automobile Insurance Company Entity ID Number 3461675
Entity Served:	State Farm Mutual Automobile Insurance Company
Title of Action:	Alexandra Gilham vs. State Farm Mutual Automobile Insurance Company
Matter Name/ID:	Alexandra Gilham vs. State Farm Mutual Automobile Insurance Company (10377239)
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Clay County Circuit Court, MO
Case/Reference No:	20CY-CV05519
Jurisdiction Served:	Missouri
Date Served on CSC:	07/16/2020
Answer or Appearance Due:	30 Days
Originally Served On:	MO Dept. of Commerce and Insurance on 07/15/2020
How Served:	Certified Mail
Sender Information:	Joseph R. Hillebrand 314-421-0216

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

State of Missouri

Department of Commerce and Insurance



TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
CSC LAWYERS INCORPORATING SERVICE COMPANY
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

RE: Court: Clay Co. Circuit Court, Case Number: 20CY-CV05519

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Commerce and Insurance of the state of Missouri, Dated at Jefferson City, Missouri this Wednesday, July 15, 2020.

A handwritten signature in cursive script, reading "Chlorea Lindley Ingers".

Director of Commerce and Insurance


301 West High Street, Room 530, P.O. Box 690 / Jefferson City, Missouri 65102-0690
Telephone 573-526-0000 / TDD 1-573-526-4536 (Hearing Impaired)
<http://www.dci.mo.gov>



IN THE 7TH JUDICIAL CIRCUIT COURT, CLAY COUNTY, MISSOURI

Judge or Division: JANET SUTTON	Case Number: 20CY-CV05519	SOP RECEIPT DATE JUL 15 2020 MISSOURI DEPARTMENT OF COMMERCE AND INSURANCE (Date File Stamp)
Plaintiff/Petitioner: ALEXANDRA E. GILHAM	Plaintiff's/Petitioner's Attorney/Address JOSEPH ROBERT HILLEBRAND BROWN & CROUPPEN 211 N BROADWAY STE 1600 SAINT LOUIS, MO 63102	
Defendant/Respondent: STATE FARM MUTUAL AUTOMOBILE INSURANCE CO	Court Address: 11 S WATER LIBERTY, MO 64068	
Nature of Suit: CC Pers Injury-Vehicular		

Summons in Civil Case

The State of Missouri to: STATE FARM MUTUAL AUTOMOBILE INSURANCE CO Alias: SRV: DIR. OF DIV. OF INSURANCE 301 WEST HIGH STREET JEFFERSON CITY, MO 65101	
 COURT SEAL OF CLAY COUNTY	You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition. 7/7/2020 Date BARB WILMOT Clerk
Further Information:	
Sheriff's or Server's Return Note to serving officer: Summons should be returned to the court within thirty days after the date of issue. I certify that I have served the above summons by: (check one) <input type="checkbox"/> delivering a copy of the summons and a copy of the petition to the Defendant/Respondent. <input type="checkbox"/> leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years. <input type="checkbox"/> (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title). <input type="checkbox"/> other _____ Served at _____ (address) in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time). Printed Name of Sheriff or Server _____ Signature of Sheriff or Server _____ Must be sworn before a notary public if not served by an authorized officer: (Seal) Subscribed and sworn to before me on _____ (date). My commission expires: _____ Date _____ Notary Public _____	
Sheriff's Fees Summons \$ _____ Non Est \$ _____ Sheriff's Deputy Salary \$ 10.00 Supplemental Surcharge \$ _____ (_____ miles @ \$. _____ per mile) Mileage \$ _____ Total \$ _____ A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.	

IN THE CIRCUIT COURT OF CLAY COUNTY
STATE OF MISSOURI

ALEXANDRA GILHAM,)	
)	
Plaintiff,)	
)	Cause No.
vs.)	
)	Division No.
STATE FARM MUTUAL AUTOMOBILE)	
INSURANCE COMPANY)	JURY TRIAL DEMANDED
SERVE:)	
Director of Insurance)	
State of Missouri)	
301 W. High Street, Room 530)	
Jefferson City, MO 65101)	
)	
Defendants.)	

PETITION

Comes Now, Plaintiff, Alexandra Gilham, and states as follows for her claims against Defendant State Farm Mutual Automobile Insurance Company:

STATEMENT OF FACTS

1. Plaintiff, Alexandra Gilham, resides in Clinton County, State of Missouri.
2. Defendant, State Farm Mutual Automobile Insurance Company, (hereinafter Defendant) is a corporation authorized to do business and actively conducting business within Clay County, State of Missouri.
3. Defendant has consented and authorized the Superintendent of Insurance to accept service of process arising out of insurance claims made in the State of Missouri.
4. Defendant has an agent or office for the transaction of its usual and customary business in the County of Clay, State of Missouri.

5. On or about June 4, 2015, Plaintiff was involved in a collision with a vehicle being driven by Laura Love. Love's failure to yield the right of way to Plaintiff caused severe injuries to Plaintiff, including but not necessarily limited to, a significant right and left shoulder injury causing pain from her mid forearm down to the hand as well as the continued intermittent numbness and tingling in her 3rd and 4th fingers in the right hand, including mild focal neuropathy involvement of the medial antebrachial cutaneous nerve in her right forearm.

6. Love was insured on the date of the wreck by Automobile Club Inter-Insurance Company which paid its limits of liability coverage in the amount of \$50,000.00 as settlement for all damages against Laura Love.

7. On the date of that wreck, Plaintiff was insured by Defendant State Farm Mutual Automobile Insurance Company under a policy that included underinsured motorist coverage.

8. Plaintiff has performed all the duties and conditions precedent required by Defendant's applicable insurance policy.

COUNT I
UNDERINSURED MOTORIST BENEFITS

For Count I of her petition against Defendant, Plaintiff states as follows:

9. Plaintiff hereby incorporates and adopts by reference paragraphs 1-8 of this Petition, as though fully pleaded herein.

10. Defendant issued a policy of insurance (policy number 2664471B1825A) insuring Plaintiff on June 4, 2015. Plaintiff was a covered insured under this policy which provided underinsured motorist coverage in full force and effect at the time of the subject wreck.

11. At the time of the subject wreck, Laura Love was an underinsured motorist as defined by Defendant's policy of insurance.

12. As a direct result of the foregoing negligent acts and omissions, Plaintiff suffered severe injuries, including a significant right and left shoulder injury causing pain from her mid forearm down to the hand as well as the continued intermittent numbness and tingling in her 3rd and 4th fingers in the right hand, including mild focal neuropathy involvement of the medial antebrachial cutaneous nerve in her right forearm; she has suffered great pain of the mind and body and will continue to suffer great pain of mind and body permanently; she has sought and received medical care and attention, and will continue to receive medical care and attention in the future; she has lost earning capacity and will continue to lose earning capacity in the future; she has incurred medical expenses and will continue to incur medical expenses in the future; all to her damage.

13. Because Love was an underinsured motorist within the provisions of Defendant's policy, and because her carelessness and negligence caused and contributed to cause the injuries and damages set forth, Plaintiff is entitled to an award of damages to be paid by Defendant State Farm Mutual Automobile Insurance Company pursuant to its aforementioned policy.

WHEREFORE, Plaintiff, Alexandra Gilham, prays that judgment be entered against Defendant State Farm Mutual Automobile Insurance Company on Count I of this Petition in a fair and reasonable amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), plus costs, prejudgment interest, and such other relief as the Court deems just and proper.

COUNT II
VEXATIOUS REFUSAL TO PAY

For Count II of her petition against Defendant, Plaintiff states as follows:

14. Plaintiff, Alexandra Gilham, hereby incorporates and adopts by reference paragraphs 1-13 of this Petition as though fully pleaded herein.

15. That Defendant's failure and refusal to pay Plaintiff the reasonable amount due under said policy of insurance has been without reasonable cause; Defendant has refused for a period exceeding thirty days to make payment in accordance with the terms of its policy; therefore, Plaintiff is entitled to damages for vexatious refusal to pay pursuant to R.S.Mo. Chapter 375.

WHEREFORE, Plaintiff, Alexandra Gilham, prays for judgment in her favor and against Defendant State Farm Mutual Automobile Insurance Company for damages pursuant to R.S.Mo. Chapter 375 in an amount that is fair and reasonable and within the jurisdictional limits of this Court, together with a reasonable attorney's fee, their costs of this action, and such further relief this Court deems just and proper.

BROWN & CROUPPEN, P.C.

BY: /s/ Joseph R. Hillebrand
Joseph R. Hillebrand #43344
Michael Kopit #65686
Brown & Crouppen, P.C.
211 N. Broadway, Suite 1600
St. Louis, MO 63102
(314) 421-0216 phone
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pipleadings@getbc.com
JoeH@getbc.com
MichaelK@getbc.com
ATTORNEY FOR PLAINTIFF

**IN THE CIRCUIT COURT OF CLAY COUNTY
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vs.)	
)	Division No.
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INSURANCE COMPANY)	JURY TRIAL DEMANDED
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Director of Insurance)	
State of Missouri)	
301 W. High Street, Room 530)	
Jefferson City, MO 65101)	
)	
Defendants.)	

ENTRY OF APPEARANCE AND DESIGNATION OF LEAD COUNSEL

Comes now, Plaintiff, Alexandra Gilham, by and through the undersigned counsel and hereby designates Joseph R. Hillebrand as her lead attorney in this action.

BROWN & CROUPPEN, P.C.

BY: /s/ Joseph R. Hillebrand
 Joseph R. Hillebrand #43344
 Michael Kopit #65686
 Attorney for Plaintiff
 211 N. Broadway, Ste. 1600
 St. Louis, MO 63102
 (314) 421-0216
 (314) 421-0359 (Fax)
joeh@getb.com
michaelk@getbc.com
pipleadings@GetBC.com

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BROWN & CROUPPEN, P.C.

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 Joseph R. Hillebrand #43344
 Michael Kopit #65686
 Attorney for Plaintiff
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